

**FIDELITY INVESTMENTS
RETIREMENT INCOME FUND
DECLARATION OF TRUST**

We, Computershare Trust Company of Canada, a trust company incorporated under the laws of Canada and having an office in the City of Toronto in the Province of Ontario, hereby declare that we accept the office of trustee for you, the planholder named on the application form accompanying this declaration (the "**Application**") under the Fidelity Investments Retirement Income Fund (the "**Plan**") on the following terms and conditions. You acknowledge that we have retained Fidelity Investments Canada ULC (the "**Agent**") as our agent to perform on our behalf certain of our duties and responsibilities under this declaration.

1. **COMPLIANCE:** At all times, your Plan will comply with all relevant provisions of the Act and, if applicable, the *Taxation Act* (Quebec), with respect to a RRIF. You will be bound by the terms and conditions imposed on your Plan by all applicable legislation.
2. **REGISTRATION:** We will submit the Plan for registration in accordance with the Act.
3. **DEALER:** In this declaration, a "**Dealer**" means the person or entity acting (or representing that it acts) as or on behalf of your investment advisor, broker or dealer in connection with the Plan. You acknowledge that a Dealer is your agent and not our agent. We are entitled to accept and act on any notice, authorization or other communication that we believe in good faith to be given by you or Dealer on your behalf. Any reference in this declaration to your instructions or requests includes instructions or requests from your Dealer on your behalf. We are under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.
4. **TRANSFERS TO YOUR PLAN:** You may from time to time transfer cash or securities that are acceptable to us in our sole discretion from: (i) your RRSP or RRIF; (ii) you to the extent that the transfer is an amount described in paragraph 60(l)(v) of the Act; (iii) your spouse's or former spouse's RRSP or RRIF in circumstances to which subparagraph 146.3(2)(f)(iv) of the Act applies; or (iv) any other source permitted by the Act from time to time. We will hold assets transferred to your Plan, investments made with those assets and any income or capital gains realized in respect of those investments in trust for you in accordance with the terms and conditions of this declaration.
5. **INVESTMENTS:** We will invest assets transferred to your Plan in the investments selected by you at the then current offering price next determined following the receipt of the transferred assets. In making your investment selection, you may select securities of mutual funds managed by the Agent or other investments acceptable to the Agent in its sole discretion. In making investments for your Plan, we will not be limited to investments authorized by legislation governing the investment of property held in trust. Cash distributions received by us in respect of investments held in your Plan will be re-invested in additional investments of the same type. In the absence of satisfactory investment instructions, we may invest cash in units of a money market fund managed by the Agent.
6. **PLANHOLDER'S RESPONSIBILITIES:** You acknowledge and assume responsibility for the following:
 - (a) assessing the appropriateness of any investment, selecting investments for your Plan, obtaining appropriate advice, or authorizing a Dealer to do any of these things for you;
 - (a) ensuring that any transfers to and investments in your Plan comply with the rules under the Act or any other applicable legislation, including that any security held in your Plan is a qualified investment for the Plan under the Act and is not a "prohibited investment" under the Act; and
 - (b) any annuity purchased with assets of your Plan complies with the Act. We will not be responsible for any tax payable in respect of non-qualified investments or for loss resulting from the sale or other disposition of assets of your Plan.
7. **PAYMENTS TO THE PLANHOLDER:** The assets of your Plan will be used to provide you with an income that will begin on or before December 31 of the second calendar year of your Plan. In each calendar year, the total payments to you from your Plan will not be less than the minimum amount (the "**Minimum Amount**") required to be paid under the Act. The amount of any payment from your Plan will not exceed the value of the assets of your Plan immediately before the time of the payment. You may specify in writing, in a form satisfactory to us, the amount and frequency of the payments to be made during any year. You may change the amount and frequency of the payments or request additional payments by instructing us in writing in a form satisfactory to us. If you do not specify the amount and frequency of payments to be made in a year or if the amount that you specify is less than the Minimum Amount for a year, we will make a payment or payments as we deem necessary, in our sole discretion, to ensure that the Minimum Amount for that year is paid to you. If the value of your Plan is less than \$500, we may make a payment to you from your Plan equal to the value of your Plan. In the absence of satisfactory instructions, we may sell investments of your Plan selected by us, in our sole discretion, for the purpose of making payments to you. Payments from your Plan will be paid to you net of all proper charges including tax required to be withheld. We may impose any other reasonable requirements and conditions in respect of the foregoing. A payment to you will be deemed to have been made when:
 - (i) a cheque payable to you is mailed in a postage pre-paid envelope addressed to you at the address indicated on the Application or subsequently provided by you or your Dealer to us; or (ii) an amount is electronically transferred to the credit of a bank account designated by you or your Dealer.

8. **CALCULATION OF THE MINIMUM AMOUNT:** The Minimum Amount will be zero in the first calendar year of your Plan and for each subsequent year will be calculated in accordance with the provisions of the Act. You may elect to base the Minimum Amount on your age or your spouse's age. This election is binding and cannot be changed, revoked or amended under any circumstances.
9. **TRANSFERS:** Following the receipt of your written instructions in a form acceptable to us, we will transfer all or part of the assets of your Plan (net of all proper charges and any amount that we are required by the Act to retain to ensure the payment of the Minimum Amount) to the issuer of an RRSP, a RRIF or a life annuity that conforms with the Act, as instructed by you in the notice. The transfer of assets will be made subject to any restrictions under the Act. You may instruct us to sell or transfer specific assets to effect the transfer. If you fail to provide us with satisfactory written instructions, we may sell or transfer the assets we deem appropriate, in our sole discretion, to effect the transfer. If we receive instructions from you to transfer some of the assets of your Plan, we may request instructions to transfer all of the assets of your Plan and we may delay the transfer until we have received the instructions.
10. **NON-QUALIFIED INVESTMENTS AND PROHIBITED INVESTMENTS:** Subject to Section 22, if your Plan becomes liable for tax, interest or penalties under the Act or similar provincial legislation, you authorize us to redeem sufficient assets of your Plan to pay the liability and we will not be liable for any resulting loss. We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment. Other than as set out in this declaration, it will be your responsibility to determine whether any investment in the Plan is or remains a qualified investment for RRIFs under the Act. We will not be liable for any tax payable in respect of a non-qualified investment or prohibited investment directed by you, or made or held in the trust established hereunder. We will not otherwise be liable for the making, retention, or sale of any investment or reinvestment as herein provided or for any loss or diminution of the assets comprising the Plan.
11. **RELATIONSHIP BREAKDOWN AND PAYMENTS INTO COURT AND TO THIRD PARTIES:** To the extent and in the manner permitted by applicable law, we will make a payment or payments out of your Plan to effect a division of property, provided such payment is made pursuant to decree, order, or judgment of a competent tribunal or under a written separation agreement in the settlement of rights arising out of or on the breakdown of your marriage or other conjugal relationship.

If there is a dispute about:

- (a) the validity of enforceability of any legal demand or claim against the assets of the Plan; or
 - (b) the authority of a person or personal representative to apply for and accept receipt of the proceeds payable under the Plan on your death, we and the Agent are entitled to either apply to a court for directions or pay the disputed amounts into court and, in either case, fully recover any legal costs that either one incurs in this regard as expenses from the account. Where required by law, we and the Agent are entitled to make payments out of your Plan to third parties without your prior authorization.
12. **SUCCESSOR ANNUITANT AND BENEFICIARY DESIGNATION:** If you are domiciled in a jurisdiction that by law permits you to validly designate a beneficiary other than by will, you may designate: (i) your spouse as successor annuitant of your Plan; or (ii) one or more beneficiaries to receive the assets of your Plan in the event of your death. You must make, amend, or revoke the designation by way of written notice in a form acceptable to us and delivered to us. Any designation, amendment, or revocation will be valid only from the day following its receipt by us.
 13. **PAYMENTS UPON YOUR DEATH:** Upon receipt of satisfactory evidence of your death, we will continue payments to your spouse provided he or she is the successor annuitant of your Plan. If your spouse becomes the successor annuitant of your Plan, he or she will be deemed to be the annuitant of your Plan with the same rights as if he or she had been the original annuitant and all references to "you" in this declaration will be deemed to refer to him or her. If your spouse is not the successor annuitant, we will hold the assets of your Plan for payment in a lump sum to your designated beneficiary(ies). If you have not designated a beneficiary or if the designated beneficiary predeceases you, the payment will be made to your legal representatives or as required by law. The payment will be made subject to the deduction of all proper charges, including tax required to be withheld, after we receive the releases and other documents that we require in our sole discretion.
 14. **PROHIBITION:** No advantage that is conditional on the existence of the Plan may be extended to you or to a person not dealing at arm's length with you, other than those advantages permitted under the Act and under any applicable provincial legislation. Payments made from the Plan may not be assigned in whole or in part. We reserve the right to prohibit any transaction, investment, payment or transfer that is or may be prohibited or penalized under the Act.
 15. **PROOF OF AGE AND SOCIAL INSURANCE NUMBER:** The statement of your age and social insurance number on the Application is deemed to be your certification thereof and an undertaking by you to provide evidence or proof thereof if requested by us.

- 16. YOUR ACCOUNT:** We will maintain an account in your name recording all transfers to your Plan, investments held in your Plan, income earned on investments, payments from your Plan, expenses incurred by your Plan and the minimum and maximum amount payable from your Plan. We will send you a statement of your account at least once a year.
- 17. INCOME TAX RECEIPTS:** If applicable, before March 31 of each year, we will provide you with any applicable income tax statement pertaining to your Plan and required to be filed with your personal income tax return for the previous taxation year.
- 18. AMENDMENTS:** From time to time, we may in our sole discretion amend this declaration with the concurrence of the Canada Revenue Agency and, as required, provincial tax authorities, provided that an amendment to this declaration does not disqualify the Plan as a RRIF. Any amendment to this declaration that is necessary to ensure compliance with any legislation will be effective without further action or notice to you. In any other case, we will provide you with at least 30 days' written notice of every amendment to this declaration.
- 19. NOTICE:** We will provide notice by pre-paid regular mail, electronic mail or other form of electronic transmission addressed to you at the address indicated on the Application or such other address as you or your Dealer may provide to us from time to time. Notice we give you will be deemed to have been made on the day the notice is sent or transmitted. Any notice you give to us or the Agent must be in writing in form satisfactory to us or the Agent, as applicable. We or the Agent may, in our sole discretion, accept notice by means of electronic transmission. We may for any reason refuse to act on any notice, request or other communication from you or your Dealer and will not be liable for any resulting loss. Notice you or your Dealer gives to us will be deemed to have been made on the day of actual receipt of the notice.
- 20. OUR RESPONSIBILITY AND DELEGATION OF DUTIES:** We are ultimately responsible for administering the Plan in accordance with the terms of this declaration and the provisions of the Act. We are entitled to exercise, in our sole discretion, the rights, powers, and privileges that otherwise could be exercised by a beneficial owner of the assets of the Plan. We may employ or engage accountants, brokers, lawyers, and others and may rely on their advice and services. Without detracting in any way from our responsibility, we may appoint one or more agents, including but not limited to the Agent, to perform any of our obligations under this declaration. We will not be liable for the acts or omissions of any of its advisors or agents. We will not be liable for the acts or omissions of a Dealer or any of your agents, advisors or service providers. Upon transferring assets from the Plan or making a payment from the Plan, we will be discharged from all further duties and liabilities under this declaration with respect to the assets transferred or paid out of the Plan.
- 21. FEES AND EXPENSES:** Unless otherwise prohibited by the Act, we are entitled to charge your Plan fees for out-of-the-ordinary services requested by you or a Dealer in connection with your Plan and to reimbursement for all taxes, penalties and interest imposed on us and for all other costs and expenses incurred by us in connection with your Plan, or as described in the prospectus for the mutual fund(s) managed by the Agent held in your Plan. All amounts so payable will be charged against and deducted from the assets in your Plan, unless otherwise prohibited by the Act or you make other arrangements with us. We may, in our sole discretion, sell any of the assets in the Plan in order to pay same and we will not be responsible for any resulting loss.
- 22. TAXES IMPOSED ON YOU OR YOUR PLAN:** We are not responsible for taxes, interest and penalties imposed on you or the Plan, except for taxes, interest and penalties, if any, imposed on us by the Act that are not reimbursable by the Plan under the Act. If your Plan becomes liable for tax, interest or penalties under the Act or provincial legislation, we may, in our sole discretion, sell any investment of your Plan to pay the liability. We will not be liable for any resulting loss.
- 23. INDEMNITY:** None of the us, our officers, employees or agents will be liable for any loss suffered or for any taxes, interest or penalties imposed under the Act as a result of holding or dealing with the assets of your Plan in accordance with instructions that we believe in good faith to have been given by you or your Dealer or dealing with the assets of your Plan in accordance with the provisions of this declaration. You, your personal representatives and each beneficiary under your Plan will at all times indemnify and save harmless us and our agents from all taxes, assessments, expense, liability, claims and demands arising out of the purchase, sale or retention of assets of your Plan, payments on your death to any designated beneficiary, or anything done in connection with your Plan, other than as the result of our fraud, dishonesty, bad faith, willful misconduct, or gross negligence.
- 24. SUCCESSOR TRUSTEE:** We may resign and be discharged from all duties and liabilities under this declaration by giving written notice to the Agent. The Agent is initially nominated to appoint a company as successor trustee (the "Successor Trustee"). If a Successor Trustee cannot be found within a reasonable period, we and/or the Agent may apply to a court of competent jurisdiction for the appointment of a Successor Trustee, acceptable to the Agent. Upon acceptance of the office of trustee of your Plan, the Successor Trustee will be trustee of your Plan as if it had been the original declarant of your Plan and your Plan continues in full force and effect with the Successor Trustee. Any trust company resulting from a merger, amalgamation or continuation to which we are party, or succeeding to substantially all of our RRIF trusteeship business (whether by sale of such business or otherwise), will, if authorized, become the Successor Trustee of the Plan without further act or formality. At the time of the appointment or succession of a Successor Trustee, we will be relieved of all duties and liabilities under this declaration.
- 25. LOCKED-IN PLANS:** Where you have indicated in the Application that assets transferred to your Plan will be "locked-in" in accordance with applicable pension benefits legislation, a locking-in addendum (the "Addendum") that forms part of this declaration will be provided to you. In the event of any inconsistency between the terms of the Addendum and the terms of this declaration, the terms of the Addendum will apply.
- 26. DEFINITIONS:** In this declaration:
- (a) **Act** means the Income Tax Act (Canada);
 - (b) **RRIF** means a registered retirement income fund as defined in the Act and, where applicable, the *Taxation Act* (Quebec);
 - (c) **RRSP** means a registered retirement savings plan as defined in the Act and, where applicable, the *Taxation Act* (Quebec); and
 - (d) **Spouse** means a spouse or common-law partner as defined in the Act or legally married persons.
 - (e) **You** means "Annuitant" as defined in subsection 146.3(1) of the Act.
- 27. APPLICABLE LAWS:** This declaration will be governed, construed and enforced in accordance with the laws of Ontario and Canada.
- 28. ELECTRONIC SIGNATURES:** You hereby authorize and direct the Agent and us to rely on your electronic signature on the Application, this declaration and all ancillary documents and all such electronic signatures, however provided to the Agent and us, will be deemed to be reliable for the purpose of identifying you and will be deemed to be reliable for the purpose of the document signed.
- 29. HEIRS, EXECUTORS AND ASSIGNS:** The terms of this declaration will be binding on your heirs, executors, administrators and assigns and on the Agent's and our respective successors and assigns.
- 30. SPECIMEN PLAN:** This declaration conforms with Specimen Plan RIF 1693.

Effective April 1, 2018